

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

HALLMARK LICENSING, LLC,

Plaintiff,

v.

DONGGUAN ORUI TOYS & GIFTS CO.,  
LTD, et al.,

Defendants.

Case No. 24-cv-00112

**Judge Elaine E. Bucklo**

**Magistrate Judge M. David Weisman**

**DECLARATION OF JENNIFER V. NACHT**

I, Jennifer V. Nacht, of the City of Chicago, in the State of Illinois, declare as follows:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois. I am one of the attorneys for Plaintiff Hallmark Licensing, LLC (“Plaintiff” or “Hallmark”). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:
2. Defendant Kekeduck (Def. No. 29) (“Defendant”) is a China-based entity operating an Amazon e-commerce store under its seller alias Kekeduck (“Seller Alias”). Attached hereto as **Exhibit 1** are true and correct screenshots of Defendant’s Amazon e-commerce store originally submitted as Exhibit 3 to the Declaration of Elizabeth Tassi. *See* [15] at ¶ 19; [15-3] at 13-29. Defendant offered for sale and sold products bearing a counterfeit of the HALLMARK wordmark (“Unauthorized Products”) to residents in Illinois.
3. Defendant’s Amazon store lists “Guang zhou guan teng shi pin you xian gong si” as its business name and “沙头街沙头村碧沙环村街111号315, 番禺区, 广州市, 广东省,

CHINA, 511400” as its business address. **Exhibit 1** at 9. Based on representations from Defendant, the entity operating the Seller Alias is Guangzhou Shi Pin Co., Ltd. and its purported address is Room 315, No.111 Bisha Huanchun Street, Shatou Village, Shatou Street, Panyu District, Guangzhou City, Guangdong Province, China, 511400.

4. I, or someone at my firm, conducted a search for the address “Room 315, No.111 Bisha Huanchun Street, Shatou Village, Shatou Street, Panyu District, Guangzhou City, Guangdong Province, China, 511400” on Google Maps, Baidu Maps, and Bing Maps. The searches did not produce results for this address. Attached hereto as **Exhibit 2** are screenshots of my Google Maps, Baidu Maps, and Bing Maps searches.
5. I, or someone at firm, conducted a search for “Guangzhou Guanteng Shi Pin Co., Ltd.” on Google and Baidu. The search did not produce any results for the entities. Attached hereto as **Exhibit 3** are screenshots of my Google and Baidu searches.
6. On January 17, 2024, I, or someone at my firm, served the Temporary Restraining Order [21] (the “TRO”) on Amazon. On January 26, 2024, Amazon provided my firm with information regarding Defendant’s contact information, including Defendant’s e-mail address guantengtrading@hotmail.com, limited sales information for the Unauthorized Product, and the account balance of Defendant’s Amazon account. Amazon confirmed that it disabled Defendant’s Unauthorized Product listing and restrained Defendant’s Amazon financial account.
7. On January 17, 2024, I, or someone at my firm, electronically published the Complaint, TRO, and other relevant documents to <http://gbcinternetenforcement.net/24-112/> (the “Service Website”). Attached hereto as **Exhibit 4** is a screenshot of the Service Website. The Service Website was updated throughout this action with filed motions, and relevant

orders, filings, and other documents. The Service Website was active for the pendency of this case and is still active. Each e-mail to Defendant included a link to the service website.

8. On February 5, 2024, I, or someone at my firm, sent an e-mail to Defendant at [guantengtrading@hotmail.com](mailto:guantengtrading@hotmail.com), that included a link to the Service Website, a link to the evidence of infringement, and copies of the Complaint [1], Schedule A [2], and the Summons. The e-mail did not bounce-back from [guantengtrading@hotmail.com](mailto:guantengtrading@hotmail.com), and there is no indication that the e-mail was not successfully delivered. Attached hereto as **Exhibit 5** is a true and correct copy of the service e-mail sent to Defendant.
9. On February 5, 2024, I, or someone at my firm, sent an e-mail to Defendant at [guantengtrading@hotmail.com](mailto:guantengtrading@hotmail.com) which provided Defendant notice of the TRO that was entered in this case, that was published to the Service Website. The same day, Defendant was also served via e-mail with Plaintiff's Motion for Entry of a Preliminary Injunction [27] and Plaintiff's expedited discovery requests, that were published on the Service Website. These e-mails did not bounce-back from [guantengtrading@hotmail.com](mailto:guantengtrading@hotmail.com), and there is no indication that the e-mails were not successfully delivered. Attached hereto as **Exhibit 6** are true and correct copies of the aforementioned e-mails sent to Defendant.
10. On April 16, 2024, I, or someone at my firm, served Defendant via e-mail with Plaintiff's Motion for Entry of Default and Default Judgment [49], which was published to the Service Website. The e-mail did not bounce-back from [guantengtrading@hotmail.com](mailto:guantengtrading@hotmail.com), and there is no indication that the e-mail was not successfully delivered. Attached hereto as **Exhibit 7** is a true and correct copy of the e-mail sent to Defendant.

11. I, or someone at my firm, sent Defendant copies of the Status Reports filed on February 20, 2024 [35], March 19, 2024 [42], and April 23, 2024 [53]. Attached hereto as **Exhibit 8** are true and correct copies of the aforementioned e-mails sent to Defendant.
12. On August 6, 2024, Defendant, through a “team of attorneys,” e-mailed Plaintiff acknowledging the Default Judgment and inquiring about the possibility of settlement. Attached hereto as **Exhibit 9** is a true and correct copy of the e-mail my firm received. I sent a settlement offer to Defendant’s counsel and received no responses.
13. Attached hereto as **Exhibit 10** are true and correct copies of the unpublished decisions cited in Plaintiff’s concurrently filed Response in Opposition to Defendant’s Motion to Vacate Default Judgment [58].

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 11th day of February 2025, at Chicago, Illinois.

/s/ Jennifer V. Nacht  
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